TERMS AND CONDITIONS OF SUPPLY

These Terms and Conditions (**Terms**) govern the supply of Goods, and the supply and installation of Goods, by Autolift Op Co Pty Ltd (ABN 89 692 006 661) (**Autolift**) to a Customer from time to time. Each Order accepted by Autolift constitutes a separate agreement between Autolift and the Customer, incorporating these Terms together with the relevant Quotation (the **Agreement**).

1. Definitions

In these Terms, unless the contrary intention appears, the following words and expressions have the meanings given to them below:

"ACL" means the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

"Autolift" means Autolift Op Co Pty Ltd (ABN 89 692 006 661) and includes its employees, agents and subcontractors.

"Business Day" means a day other than a Saturday, Sunday or public holiday in New South Wales.

"Consumer" means a person who acquires the Goods or Services as a consumer within the meaning of section 3 of the ACL.

"Customer" means the person, company or other entity named in the Quotation or in the Order and any servant, agent, partner, contractor or employee of that person or entity and, in the case of two or more persons, refers to each of them jointly and severally.

"Defect" has the meaning given in clause 12.1.

"Delivery" means delivery of the Goods to the Site or to the Customer or its nominated carrier, and **Deliver** has a corresponding meaning.

"Force Majeure Event" has the meaning given in clause 15.1.

"Goods" means the doors, gates, roller shutters, motors, operators, controls, safety devices, remote controls, transmitters and any other goods supplied by Autolift to the Customer as specified in the Quotation.

"GST" has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

"Insolvency Event" means in respect of a person, any one or more of the following events:

(a) the person is or becomes insolvent or is unable to pay its debts as and when they fall due;

(b) if the person is an individual, the person becomes bankrupt or commits an act of bankruptcy;

(c) if the person is a corporation or other entity, an application, order or resolution is made for its winding up, dissolution, administration, liquidation or deregistration, other than for the purposes of a solvent reconstruction;

(d) a receiver, receiver and manager, administrator, controller, liquidator, provisional liquidator or similar external administrator is appointed to the person or any of its assets or undertaking;

(e) the person enters into, proposes, resolves to enter into, or takes any step towards entering into any arrangement, compromise, composition, restructuring or other arrangement with any of its creditors; or

(f) the person ceases, or threatens to cease, carrying on business.

"Installation Services" means the installation of the Goods at the Site by Autolift and any associated work described in the Quotation.

"Intellectual Property Rights" means all intellectual property rights, including rights in relation to patents, copyright (including moral rights), designs, trademarks (whether registered or unregistered), inventions, improvements, trade secrets, know-how, confidential information and any other proprietary rights, together with any applications for, or rights to apply for or register, such rights.

"Labour Rate" means Autolift's hourly labour rate stated in the Quotation or, if no rate is stated, Autolift's standard hourly labour rate current at the time the work is performed.

"Loss" means any loss, damage, liability, cost, charge, expense, outgoing, compensation, penalty, fine, judgment, claim, demand, action or proceeding of any kind, whether arising in contract, tort (including negligence), under statute, in equity or otherwise, and includes all legal and other professional costs and expenses (on a full indemnity basis).

"Non-Excludable Right" means a guarantee, condition, warranty, right or remedy conferred by the ACL or by any other law that cannot lawfully be excluded, restricted or modified.

"Order" means an order placed by the Customer for the supply of Goods and/or the Services, whether by acceptance of a Quotation or otherwise.

"Payment Terms" means the payment terms specified in the Quotation or an invoice issued by Autolift and, where no payment terms are specified, the payment terms set out in clause 5.1.

"PPSA" means the *Personal Property Securities Act 2009* (Cth).

"Price" means the purchase price for the Goods and/or Services as set out in the Quotation.

"Quotation" means a written quotation issued by Autolift for the supply of Goods and/or Services, and includes any specification, drawing and price schedule that accompanies it.

"Residential Customer" means a Customer who is an individual and who acquires the Goods or Services wholly or predominantly for personal, domestic or household purposes.

"Services" means the Installation Services and any other services Autolift agrees to supply to the Customer under the Quotation.

"Site" means the premises at which the Goods are to be Delivered or installed, as stated in the Quotation.

"Warranty Period" has the meaning given in clause 12.1.

"WHS Laws" means the *Work Health and Safety Act 2011* (NSW), the *Work Health and Safety Regulation 2017* (NSW) and any other applicable work health and safety legislation.

2. Quotations, orders and acceptance

2.1 Autolift will supply the Goods and/or Services to the Customer pursuant to this Agreement.

2.2 The Customer acknowledges and agrees that these Terms apply and will be deemed accepted by the Customer upon the earlier of:

(a) the Customer signing or otherwise accepting a Quotation;

(b) the Customer placing an Order for Goods or Services;

(c) Autolift supplying, delivering, installing or commencing the provision of any Goods or Services at the Customer's request; or

(d) the Customer doing any act consistent with acceptance of the Goods, Services, Quotation or these Terms,

whether or not the Customer has signed any document acknowledging these Terms. Autolift will provide these Terms to the Customer, or make them available on its website, with each Quotation.

2.3 Any variation or cancellation of an Order must be approved in writing by Autolift, and clause 14.1 applies to a cancellation.

2.4 A Quotation issued by Autolift remains open for acceptance for 30 days from its date of issue. If the Customer does not accept the Quotation within that period, it lapses, and Autolift may issue a new Quotation with revised pricing. Any revised pricing must be provided to the Customer for acceptance before an Order is placed.

3. Customer capacity and authority

3.1 The Customer warrants that it has full power and authority to enter into this Agreement and to perform its obligations under it, and that the person who places the Order is authorised to do so on the Customer's behalf.

3.2 Where a person places an Order, accepts a Quotation or gives an instruction or approval to Autolift as agent for another person:

(a) that person warrants that it holds a current appointment, delegation or instrument of authority permitting it to do so, and that the Order is within the monetary limit of that authority;

(b) that person must disclose the identity of its principal in the Order, and that principal is the Customer; and

(c) Autolift may rely on the warranty in clause 3.2(a) without making any further enquiry, and if that warranty is breached, the person giving the warranty indemnifies Autolift against any Loss suffered or incurred by Autolift under this Agreement as a result of the breach.

3.3 Where the Customer is a company, trust, partnership, incorporated association or other entity:

(a) if the Customer enters into this Agreement as trustee of a trust, the Customer warrants that it has full power and authority to do so in that capacity and has access to sufficient assets of the trust to meet its obligations;

(b) if the Customer is a partnership, each partner is liable jointly and severally; and

(c) where the Customer is not the owner of the Site, the Customer warrants that it has the owner's authority for the Goods to be Delivered and installed at the Site and indemnifies Autolift against any claim by the owner arising from that work.

3.4 Nothing in this Agreement excludes, restricts or modifies any Non-Excludable Right of the Customer.

3.5 Where two or more persons are named as the Customer, each is liable jointly and severally.

4. Price and variations

4.1 The Price is based on the dimensions, site conditions, access arrangements and structural conditions found or disclosed at the time the Quotation was prepared. Where those particulars differ, or where concealed services or obstructions are encountered, Autolift may adjust the Price by giving the Customer written notice of the adjustment before carrying out the affected work. If the Customer does not accept the adjustment, the Customer may cancel the affected part of the Order by written notice given before the work is carried out, and Autolift will refund

amounts paid for Goods not supplied and work not performed, less costs reasonably incurred by Autolift to that point.

4.2 Any variation to an Order is not recognised unless it is agreed to in writing by the parties.

4.3 All amounts stated in a Quotation are inclusive of GST unless expressly stated to be exclusive of GST. Where an amount is stated exclusive of GST, the Customer must pay GST on that amount in addition. Autolift will issue a tax invoice for each taxable supply.

4.4 A travel fee applies to Sites outside the Sydney metropolitan area, at the rate stated in the Quotation.

4.5 Where an Order has been accepted but the Goods have not been Delivered or installed within 30 days due to the act or omission of the Customer, Autolift may increase the Price to reflect any reasonable increase in the cost to Autolift of the Goods, materials, freight or labour, by giving the Customer written notice. The Customer may cancel the affected part of the Order by written notice given within 10 Business Days after that notice, and Autolift will refund amounts paid less costs reasonably incurred.

5. Payment

5.1 Unless otherwise agreed in writing, all prices are strictly net and the Customer must make payment so that cleared funds are received by Autolift as specified in the relevant Quotation or invoice. Where no payment terms are specified in the Quotation or the invoice, payment is due on completion of Delivery or of the Installation Services, whichever is the later.

5.2 Autolift may require payment on completion of Delivery or installation where the Customer does not hold credit terms with Autolift, including on a first Order. Autolift will notify the Customer of the applicable Payment Terms in the Quotation or before Delivery.

5.3 If payment is not made in accordance with the Payment Terms, Autolift is entitled to:

(a) require payment in cash on Delivery of any further Goods;

(b) charge default interest at the rate of 1% per month calculated on a daily basis on any amount due but unpaid, accruing from the due date for payment, provided that interest is payable only where the amount remains unpaid 7 days after Autolift has given the Customer written notice that the amount is overdue;

(c) charge reasonable administration fees of $25 for each month or part of a month in which amounts remain overdue, which the parties agree is a reasonable estimate of Autolift's cost of administering an overdue account;

(d) suspend Delivery and cease supply of further Goods and Services, without Autolift incurring further liability to the Customer; and

(e) recover the costs of collection reasonably incurred by Autolift, including commission charged by a collection agent and legal costs, in addition to all other remedies Autolift has at law.

5.4 The Customer must pay all amounts due under this Agreement without set-off, counterclaim, deduction or withholding, except to the extent the Customer has a right of set-off that cannot be excluded at law. Where the Customer disputes an amount in good faith and has given notice under clause 16, the Customer must pay the undisputed portion of the invoice by the due date.

6. Property, Risk and PPSA

6.1 Property in the Goods will remain with Autolift until payment for those Goods, and all other amounts owing by the Customer to Autolift on any account, has been received in full.

6.2 The risk in the Goods will transfer to the Customer upon Delivery to the Customer, to the Site or to a carrier nominated by the Customer, whichever occurs first.

6.3 The Customer may sell the Goods or any part of them in the ordinary course of business on the following conditions:

(a) that the Customer holds the proceeds of sale of Autolift's Goods on trust for Autolift; and

(b) that the Customer must, if required, assign to Autolift its rights to any outstanding money relating to the sale or disposal of Autolift's Goods.

6.4 Where an amount is overdue, the Customer irrevocably licenses Autolift and its agents to enter any premises where Goods in which Autolift retains property are located, during business hours and on reasonable notice, to inspect and recover those Goods, and the Customer must provide safe access for that purpose. Autolift will not use force to gain entry and will make good any damage caused by the recovery, fair wear and tear excepted.

6.5 These Terms create a security interest, including a purchase money security interest, in the Goods and in their proceeds, for the purposes of the PPSA. The Customer:

(a) consents to Autolift registering a financing statement in respect of that security interest and must do all things reasonably necessary to enable Autolift to register and perfect it;

(b) must not register, or permit to be registered, a financing change statement in respect of the Goods without Autolift's prior written consent;

(c) where the Goods are not used predominantly for personal, domestic or household purposes, waives its right to receive a verification statement and any notice under the PPSA to the extent that right may be waived, and the parties contract out of the provisions of the PPSA that may be contracted out of to the extent permitted by section 115 of the PPSA; and

(d) must pay Autolift's costs of registering, maintaining and enforcing the security interest.

6.6 The Customer and Autolift agree that neither will disclose information of the kind described in section 275(1) of the PPSA, except as required by section 275(7).

7. Delivery

7.1 The Customer must provide reasonable and proper access to the Site for Delivery.

7.2 Delivery and installation dates are estimates only and are not conditions of this Agreement.

7.3 Where the time spent by Autolift in attempting or effecting Delivery exceeds 30 minutes for a reason that is not the fault of Autolift, clause 9.2 applies.

7.4 The Customer authorises Autolift to subcontract Delivery and the Installation Services in its absolute discretion. Autolift remains responsible to the Customer for the performance of Delivery and the Installation Services by its subcontractors.

7.5 Autolift may delay or suspend Delivery where it is prevented or hindered by a Force Majeure Event, by the Customer's failure to pay an amount when due, or by the Site not being ready, and will give the Customer as much notice as is reasonably practicable.

7.6 The Customer is responsible for Loss caused in the course of Delivery to the extent that Loss is caused by the condition of the Site, by the Customer's directions, or by an act or omission of the Customer or of a person at the Site other than Autolift's personnel.

7.7 Where the Customer is not ready to take Delivery on the agreed date, Autolift may store the Goods at the Customer's cost and risk, and Delivery is taken to have occurred on the date the Goods are placed into storage.

8. Installation

8.1 Where the Quotation includes Installation Services, Autolift will use reasonable care and skill to install the Goods at the Site. Autolift will use personnel who are appropriately trained and, where required by law, appropriately qualified or licensed, and will carry out the Installation Services substantially in accordance with the manufacturer's instructions and any applicable law.

8.2 The Customer must ensure, before the installation date, that:

(a) the opening, supporting structure and fixing points are complete, square, plumb and structurally adequate for the Goods;

(b) the Site and the work area are clear of vehicles, stored goods, rubbish and other trades;

(c) a compliant power supply and any required electrical outlet are available at the installation position; and

(d) all approvals, consents and permits required for the installation have been obtained, including any owners corporation, strata committee, landlord, council or authority approval.

8.3 The Customer must advise Autolift before installation of any underground or concealed service or obstruction likely to be encountered. Autolift takes reasonable care but is not liable for damage to a service or obstruction that was not disclosed. All additional costs incurred by Autolift as a result of an undisclosed service or obstruction will be payable by the Customer in addition to the Price.

8.4 The Customer must inspect the Goods on completion of the Installation Services and notify Autolift in writing within 7 days of any defect apparent on inspection. A failure to notify does not affect any Non-Excludable Right or the warranty in clause 12.

8.5 Where Autolift or its installer attends the Site at an agreed time and cannot proceed because the Site is not ready, access is not provided, or another trade is occupying the work area, clause 9.2 applies and the Customer must also pay any standing time or abortive attendance charge that Autolift's installer charges Autolift as a result. Autolift will provide evidence of that charge on request.

9. Access, attendance and site conditions

9.1 The Customer must give Autolift safe, clear and unobstructed access to the Site and to the work area at the times agreed for Delivery and installation.

9.2 Where Autolift's personnel are delayed at the Site for more than 30 minutes for a reason that is not the fault of Autolift, including waiting for access to the Site, the Customer must pay Autolift's waiting time at the Labour Rate, charged in 15-minute increments. Autolift will notify the Customer as soon as reasonably practicable that waiting time is being incurred.

9.3 Where the Customer cancels or reschedules an agreed Delivery or installation with less than one Business Day's notice, Autolift may charge an abortive attendance fee at the Labour Rate.

9.4 Autolift may suspend or defer Delivery or installation where it reasonably considers that continuing would create a risk to the health or safety of any person, and is not liable for any Loss arising from that suspension or deferral.

10. Customer obligations

10.1 The Customer must, at its own cost:

(a) provide access to the Site in accordance with these Terms;

(b) ensure that the Site complies with WHS Laws;

(c) provide Autolift with all information it reasonably requests about the Site, the opening and any existing equipment;

(d) operate and use the Goods in accordance with the manufacturer's instructions, and take reasonable steps to ensure that occupants and invitees of the Site do the same; and

(e) not permit any person other than Autolift to alter, modify, service or repair the Goods during the Warranty Period without Autolift's prior written consent.

10.2 The Customer must notify Autolift in writing of any change in the ownership or occupation of the Site, or in the Customer's contact or billing details, within 14 days.

11. Work health and safety and insurance

11.1 Each party acknowledges that it may owe duties under the WHS Laws in relation to the Goods, the Services and the Site. Where more than one person owes a duty in relation to the same matter, the parties must, so far as is reasonably practicable, consult, cooperate and coordinate activities with each other.

11.2 Nothing in this Agreement operates to transfer, exclude, limit or otherwise affect a duty imposed by the WHS Laws, and no indemnity in this Agreement extends to a penalty imposed under the WHS Laws.

11.3 The Customer must notify Autolift, before Delivery and before installation, of any hazard at the Site relevant to the work, including asbestos or other hazardous material, confined spaces, live electrical work, work at height, vehicle and pedestrian movements, and any restricted or secured area.

11.4 Where the Customer is a company, trust, partnership or other business entity, the Customer must maintain public liability insurance of not less than $20 million per single occurrence and must provide a certificate of currency on Autolift's reasonable request.

11.5 The Customer must not do or omit to do anything that prejudices a policy of insurance held by Autolift.

12. Warranty

12.1 Autolift warrants that the Goods supplied and installed by Autolift will be free from defects in materials and workmanship (**Defect**) for a period of 12 calendar months from the date of installation (**Warranty Period**), except to the extent that the Defect is caused or contributed to by fire, tempest, act of God, or any intentional, reckless or negligent act or omission on the part of the Customer or of any person using or interfering with the Goods, whether or not with the Customer's consent.

12.2 Where Autolift supplies Goods without installing them, the Goods carry the manufacturer's warranty together with the Customer's Non-Excludable Rights, and the warranty in clause 12.1 does not apply.

12.3 During the Warranty Period, where the Customer notifies Autolift in writing of a Defect, Autolift will decide at its discretion whether to repair or replace the affected Goods or any defective part of them. Except where the Customer is a Consumer and the Defect is a failure to comply with a

Non-Excludable Right, Autolift may charge the Customer for labour and attendance in connection with a warranty claim.

12.4 Powder-coated finishes are warranted for the Warranty Period unless otherwise stated. The Customer must regularly clean the powder-coated surface in accordance with Autolift's care instructions, with more frequent cleaning required in corrosive environments. The warranty in this clause 12.4 does not apply to any defect in the powder-coated finish to the extent caused or contributed to by a failure to clean the surface as required.

12.5 The warranty in this clause 12 does not apply to fair wear and tear, misuse, impact damage, corrosion arising from the environment at the Site, or to Goods that have been altered, modified or repaired without Autolift's prior written consent.

12.6 The warranty in this clause 12 applies only where the Goods have been serviced at the intervals recommended by the manufacturer or by Autolift.

12.7 Autolift is not obliged to perform the express warranty in this clause 12 while any amount payable by the Customer under this Agreement is overdue and is not the subject of a dispute raised by the Customer in good faith, except where the Customer is a Consumer.

12.8 Subject to clause 12.9, no condition or warranty other than those expressly stated in these Terms is included in this Agreement.

12.9 Nothing in this clause 12 excludes, restricts or modifies any Non-Excludable Right. The warranty in this clause 12 is given in addition to the Customer's Non-Excludable Rights.

13. Liability and indemnity

13.1 Nothing in this Agreement excludes, restricts or modifies any Non-Excludable Right. Each provision of this clause 13 applies only to the extent permitted by law and is subject to any Non-Excludable Right.

13.2 Where the Goods or Services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, Autolift's liability for a failure to comply with a guarantee under the ACL is limited, at Autolift's election and as permitted by section 64A of the ACL, to:

(a) in the case of Goods, the replacement or repair of the Goods, the supply of equivalent goods, or the payment of the cost of any of those things; and

(b) in the case of Services, supplying the Services again or paying the cost of having the Services supplied again.

13.3 Subject to clauses 13.1 and 13.4, Autolift is not liable for any consequential or indirect loss, loss of profit, loss of revenue, loss of opportunity, loss of use, loss of production, loss of data or loss of goodwill, however arising.

13.4 All reasonable care will be taken by Autolift during installation of the Goods. Autolift is not liable for damage to electrical wiring, plumbing, masonry or rendered surfaces, except to the extent that the damage is caused by the negligence of Autolift or its personnel or by a failure to act on the Customer's written disclosure of the location of a concealed service.

13.5 Any advice, recommendation, information or representation provided by Autolift as to the quality or performance of the Goods or their suitability for a particular purpose is given in good faith but, to the maximum extent permitted by law and subject to the Customer's Non-Excludable Rights, without any liability or responsibility on the part of Autolift.

13.6 The Customer indemnifies Autolift against any Loss arising from any breach of this Agreement by the Customer, from any negligent or wilful act or omission of the Customer, its employees,

agents or contractors, and from any claim resulting from Autolift accessing the Site in accordance with this Agreement. The indemnity is reduced proportionately to the extent that the Loss is caused or contributed to by Autolift or its personnel. Where the Customer is a Residential Customer, this clause applies only to Loss caused by that Customer's breach of this Agreement or by that Customer's negligent or wilful act or omission.

14. Cancellation and termination

14.1 The Goods are manufactured or procured to the Customer's specification. If the Customer cancels an Order after Autolift has accepted it, the Customer must pay Autolift the costs it has reasonably incurred to the date of cancellation, as permitted by law.

14.2 The Customer may cancel an affected Order under clause 4.1 or clause 4.5 in the circumstances described in those clauses.

14.3 Autolift may terminate this Agreement immediately by written notice to the Customer if:

(a) the Customer fails to pay any amount due and does not remedy that failure within 7 days after receiving written notice from Autolift requiring payment;

(b) the Customer commits a material breach of this Agreement, other than a failure to pay, and fails to remedy that breach within 14 days after receiving written notice from Autolift requiring it to do so; or

(c) the Customer suffers an Insolvency Event.

14.4 The Customer may terminate this Agreement immediately by written notice to Autolift if Autolift commits a material breach of this Agreement and fails to remedy that breach within 20 days after receiving written notice from the Customer requiring it to do so.

14.5 On termination, the Customer must pay for all Goods supplied and all work performed up to the date of termination, and each party retains any right or remedy that accrued before termination. Clauses 6, 12, 13, 16, 17, 18 and 19 survive termination.

14.6 Where this Agreement is an unsolicited consumer agreement within the meaning of the ACL, the Customer may terminate it during the termination period that applies under the ACL, and Autolift will comply with its obligations under the ACL in relation to unsolicited consumer agreements.

15. Force majeure

15.1 Neither party is liable for any failure or delay in performing its obligations (other than an obligation to pay money) to the extent caused by an event beyond its reasonable control, including acts of God, fire, flood, storm, pandemic, epidemic, government action, embargo, strike or other labour dispute, shortage or unavailability of materials, transport delay, or failure of utilities (**a Force Majeure Event**).

15.2 The affected party must promptly notify the other party of the Force Majeure Event and use reasonable endeavours to mitigate its effects.

15.3 The affected party's obligations are suspended for the duration of the Force Majeure Event.

15.4 If the Force Majeure Event continues for more than 60 days, either party may terminate the affected Order by written notice to the other, and on termination the Customer must pay for all Goods Delivered and work performed up to the date of termination.

16. Dispute resolution

16.1 A party must not commence court proceedings in respect of a dispute arising out of this Agreement (**Dispute**) unless it has complied with this clause 16.

16.2 A party claiming that a Dispute has arisen must notify the other party in writing, and within 10 Business Days of that notice the parties must meet in person or by video conference and use reasonable endeavours to resolve the Dispute in good faith.

16.3 If the Dispute is not resolved within 15 Business Days, or such longer period as the parties agree in writing, either party may refer the Dispute to mediation administered by the Resolution Institute in accordance with its Mediation Rules, conducted in Sydney. Each party bears its own costs of attending and the parties share the mediator's fees and expenses equally.

16.4 This clause 16 does not prevent a party from seeking urgent interlocutory or injunctive relief, does not prevent Autolift from commencing proceedings to recover an amount that the Customer has not disputed in good faith, and does not prevent a party from making an application to a tribunal where it is entitled to do so under the ACL or any other legislation.

17. Confidentiality, privacy and intellectual property

17.1 The Customer acknowledges that Autolift collects, uses and discloses personal information about the Customer and, where the Customer is a company, about its directors and guarantors for the purposes of assessing the Customer's creditworthiness, supplying the Goods and the Services, administering the account, and recovering amounts owing. Autolift handles personal information in accordance with the *Privacy Act 1988* (Cth) and Autolift's privacy policy, available at Privacy Policy. The Customer consents to Autolift disclosing personal information to its professional advisers, to debt collection agencies, to any party to whom Autolift assigns or proposes to assign its rights, and, where Autolift provides the Customer with credit, to credit reporting bodies.

17.2 Autolift may disclose personal information to service providers located outside Australia, including in the Philippines, for the purpose of administering this Agreement and Autolift's customer records. Details of those disclosures are set out in Autolift's privacy policy.

17.3 Each Quotation, specification and drawing prepared by Autolift remains the property of Autolift and its Intellectual Property Rights remain with Autolift. The Customer must not use a Quotation, specification or drawing for any purpose other than considering and accepting the Quotation and must not provide it to a competitor of Autolift. Nothing in this Agreement is to be construed as effecting a transfer of any Intellectual Property Rights from Autolift to the Customer.

17.4 Autolift may take photographs and video of the Goods and of the Site for the purposes of recording their condition, preparing quotations and substantiating the work performed, and may retain them as part of its records. Autolift will not publish a photograph or video that identifies the Site or the Customer without the Customer's consent.

18. Security of Payment Act

18.1 The parties acknowledge that a payment claim issued under this Agreement may constitute a payment claim for the purposes of the *Building and Construction Industry Security of Payment Act 1999* (NSW) (**SOP Act**).

18.2 A payment claim intended to be made under the SOP Act must state prominently on its face:

> *"This payment claim is made under the Building and Construction Industry Security of Payment Act 1999 (NSW)."*

18.3 Where Autolift serves a payment claim under the SOP Act, the Customer must provide a payment schedule within the time required by the SOP Act if it disputes all or part of the amount claimed.

18.4 Nothing in this Agreement operates to exclude, modify or restrict the operation of the SOP Act, and this Agreement does not contain a pay when paid provision.

18.5 This clause does not apply where the SOP Act does not apply to the relevant work, including where the work is residential building work carried out on premises in which the Customer resides or proposes to reside.

19. General

19.1 All Orders are subject to these Terms unless otherwise expressly agreed in writing by Autolift.

19.2 These Terms prevail over any terms and conditions put forward by the Customer, including any term contained in a purchase order, work order, procurement portal, contractor agreement, induction or site rules, to the extent of any inconsistency, and the Customer waives any such inconsistent terms. Autolift is not bound by any such term unless Autolift has agreed to it in a document signed by Autolift.

19.3 These Terms are governed by the laws of New South Wales, and the parties submit to the non-exclusive jurisdiction of the courts of that State.

19.4 Any variation of this Agreement must be in writing and signed by both parties, except as otherwise provided in this Agreement.

19.5 Any notice under these Terms must be in writing and delivered by hand, by prepaid post, or by email to the address or email address last notified by the recipient to the sender. A notice is deemed to be received:

(a) if delivered by hand, on delivery;

(b) if sent by prepaid post within Australia, on the third Business Day after posting; and

(c) if sent by email, at the time the email enters the recipient's information system, unless the sender receives an automated message indicating that the email has not been delivered.

19.6 The Customer must not assign, novate, transfer or otherwise deal with any of its rights or obligations under this Agreement without Autolift's prior written consent, which must not be unreasonably withheld. Autolift may assign or novate this Agreement to a related body corporate, or in connection with a sale of the whole or part of its business, by giving the Customer written notice.

19.7 Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship between the parties.

19.8 If any provision of this Agreement is void, voidable, unenforceable or illegal, it is severed and the remaining provisions continue in full force and effect.

19.9 This Agreement, together with the Quotation, is the entire agreement between the parties in relation to the Goods and the Services and supersedes all prior negotiations, representations and agreements. Where there is an inconsistency, the Quotation prevails over these Terms in relation to the description of the Goods, the Site, the Price, the Payment Terms and the delivery or installation dates, and these Terms prevail in all other respects. Nothing in this clause limits any liability of either party for misleading or deceptive conduct.

19.10 A right under this Agreement may only be waived in writing signed by the party granting the waiver. A failure or delay in exercising a right is not a waiver of that right.

19.11 Nothing in these Terms excludes, restricts or modifies any Non-Excludable Right. Where the Customer is a Consumer, or a party to a small business contract within the meaning of the ACL, a provision of these Terms that is an unfair contract term within the meaning of the ACL is void, and the balance of these Terms continues to apply.

19.12 Autolift may vary these Terms by giving the Customer not less than 30 days' written notice of the variation. A variation does not apply to an Order accepted before the variation takes effect. A variation is not effective if it is contained only in an invoice.

19.13 A Quotation may be accepted, and this Agreement may be signed, electronically and in counterparts. The parties' consent to the use of electronic signatures and electronic communications for the purposes of the *Electronic Transactions Act 2000* (NSW).